

SIMPLY SWEET TREATS

15201 N. Cleveland Ave., North Ft Myers, FL 33903

(239) 652-9866

Rental Agreement

Small Chocolate Fountain- Basic Rental Fee- \$295.00

RETAINER FEE: Your Chocolate Fountain rental fee is included in the *rental contract* price. In order to secure the availability of the chocolate fountain for your event, we require a one hundred dollar (\$100) deposit to execute this chocolate fountain rental agreement. The Retainer Fee will be applied against your chocolate fountain rental fee.

PAYMENT TERMS: You agree to pay in full the balance of the Chocolate Fountain Rental fee and any additional costs agreed upon in the *rental contract* by or before 15 days prior to the date of the scheduled event. You will be charged for any state, county or city license fees, and sales tax or other taxes that may be legally required as a result of the rental of the Chocolate Fountain and/or our services at the event. If we do not receive full payment as described above, then this contract shall be null and void and we shall be entitled to retain the Retainer fee as liquidated damages. **Note:** *A Chocolate Fountain Rental Contract must be completed in addition to this Rental Agreement.*

CANCELLATION: You may cancel the Chocolate Fountain up to 4 weeks before the scheduled Rental Date and receive a full refund of your Retainer fee. Otherwise, if for any reason, you should find it necessary to cancel the Chocolate Fountain Rental after that date, you will forfeit the entire amount paid including the Retainer fee and any contract rental fees paid.

PROVISION FOR PHYSICAL FACILITIES: In order to ensure a successful event, it is necessary that the Chocolate Fountain be set up properly. We therefore require access to the desired setup area at least 90 minutes prior to the beginning of the event. We also require 60 minutes after the conclusion of the agreed-upon rental time period in order to disassemble and clean up the Chocolate Fountain.

You agree to provide at the desired set-up area the following:

1. Sturdy and level table capable of supporting one hundred fifty (150) pounds. Once the Chocolate Fountain has been set up at the specified location, it cannot be moved during the event.
2. Sufficient power for the operation of the Chocolate Fountain, which requires at least one 120-volt circuit that supplies at least 15 amps according to normal safety standards, within 20 feet of the setup area.
3. Ready access to kitchen and sink facilities

RELEASE FOR USE OF IMAGES: You hereby grant us the right to take photos and/or videos showing the use of the Chocolate Fountain and use those photos and/or videos for the limited purpose of advertising and promoting the Chocolate Fountain business to our prospective customers.

OUR SERVICE ATTENDANT: Our service attendant is our sole responsibility and our service attendant will have sole responsibility for setting up, operating, and removing the Chocolate Fountain.

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MUTUAL INDEMNIFICATION: Each party hereby agrees to indemnify and hold harmless the other against any losses, including costs and attorneys’ fees, as a result of any claim, action or proceeding arising out of, connected with or resulting from the use of the Chocolate Fountain at the event. The maximum amount of any costs or damages you may recover from us as a result of our conduct pursuant to the foregoing is limited to any payments you have made to us under the Agreement and Contract.

ADDITIONAL TERMS: We bear no responsibility in the event of a failure of our equipment, products or services by reason of an event outside of our control, such as a power outage, act of God or other force majeure. In any event we otherwise fail to provide the products or services as contracted for, your sole remedy will be the refund of all monies you paid us.

You accept full responsibility and liability for any and all damages, injuries or delays that occur as a result of failure to comply with these provisions. You shall provide adequate liability and casualty insurance (or otherwise confirm that such insurance being provided by the owner of the event facility) under terms which will cover and insure us and our agents.

We make no warranties, express or implied, regarding our equipment and products except those required by applicable law.

Any disputes and controversies arising out of or connected with the Rental Agreement are to be governed by Florida law, and the venue of any such action or proceeding relating thereto shall be Lee County, State of Florida.

NOTICES: Any notice required or permitted under this agreement shall be given in writing by fax or e-mail, or by overnight or express delivery, or by U.S. Mail, postage prepaid. Any such notice shall be deemed to be given on the date it is received if given by facsimile or e-mail, or on the date the notice is actually delivered if given by overnight or express delivery, or on the third day after which the notice is deposited in the U.S. mail if given by U.S. mail.

This Chocolate Fountain Rental Agreement is entered into as of the day and year set forth below.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

Company Representative Signature: _____ Date: _____